

TERMINATION AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Kansas City, Missouri and the City of Mission Hills, Kansas, as of the 18th day of December 2006.

WITNESSETH:

WHEREAS, a part of Kansas City's Brush Creek Outfall Sewer (hereinafter referred to as "Main Trunk Sewer") is located within the city limits of Mission Hills; and

WHEREAS, Kansas City and Mission Hills are parties to a certain Cooperative Agreement for Sewer Service entered into in 1988 (the "1988 Agreement") relating to (1) the maintenance of the Main Trunk Sewer and the Mission Hills Sewer District No. 1 (the "City Sewer System"), (2) the right of Mission Hills to connect to and discharge sanitary sewage and wastes into said Main Trunk Sewer, and (3) the right of Kansas City to collect fees for these discharges; and

WHEREAS, Mission Hills has entered into a certain Sewer System Transfer Agreement with the Board of County Commissioners of Johnson County, Kansas ("County") pursuant to which all assets of the City Sewer System will be transferred to County and County will assume the obligations of providing sewer service to the area now served by the City Sewer System on the transfer date which is expected to occur on or about January 1, 2007 (the "Transfer Date"); and

WHEREAS, Kansas City is entering into a certain Amendment of the existing Cooperative Agreement for Sewer Service between the County and the City of Kansas City, Missouri ("Cooperative Agreement") incorporating rights, duties and obligations relating to the area now served by the City Sewer System into the terms of the Cooperative Agreement effective on the Transfer Date;

NOW, THEREFORE, the parties do hereby agree as follows:

Upon the Transfer Date, all rights, duties and obligations heretofore incurred by the parties hereto under the 1988 Agreement shall be terminated. Mission Hills shall have no further obligations under said Agreement other than the payment of amounts due for services performed by Kansas City under Section 4 of said Agreement prior to the Transfer Date. Kansas City shall have no further obligations under the Agreement.

MISSION HILLS, KANSAS,

By David J. Fromm
Mayor

ATTEST:

Jill R. Clifton
Deputy City Clerk

Approved as to form and legality:
James P. Quinn
Assistant City Attorney

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 28th day of December, 2006, before me appeared David J. Fromm, to me personally known, who being by me duly sworn, did say that he is the duly selected, constituted and acting Mayor of Mission Hills, Kansas; that the seal affixed to the foregoing instrument is the corporate seal of said city and that said instrument was executed by him as the free act and deed of said city by authority of its Governing Body.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Mission Hills, the day and year first above written.



Jill R. Clifton
Notary Public Within and For
Said County and State

My Commission Expires:

2/11/2009

Original - City of Mission Hills

COOPERATIVE AGREEMENT FOR SEWER SERVICE

THIS AGREEMENT, by and between the City of Kansas City, Missouri, and the City of Mission Hills, Kansas.

WITNESSETH:

Whereas, a part of Kansas City's Brush Creek Outfall Sewer is located within the city limits of Mission Hills (said part of said sewer being classified and hereinafter referred to as "Main Trunk Sewer"), as shown on Figures 1, 2 and 3 of Black & Veatch's Engineering Report of June 20, 1963 (those areas of Mission Hills shown on said Figures 1, 2 and 3 of such report being hereinafter referred to as "Mission Hills Sewer District No. 1"), now on file in the office of the City Clerk; and

Whereas, said Main Trunk Sewer, which serves both Kansas City and Mission Hills, was located and constructed and has been maintained by Kansas City pursuant to previous agreements between Kansas City and Mission Hills and the predecessors in title to Mission Hills, the most recent such agreement being dated November 12, 1963 (the "1963 Agreement"); and

Whereas, by reason of said agreements Mission Hills has the right to connect to and discharge sanitary sewage and wastes into said Main Trunk Sewer and Kansas City is obligated to maintain said Main Trunk Sewer and to receive, transport, treat and dispose of sewage from Mission Hills Sewer District No. 1; and

Whereas, Mission Hills has the obligation to maintain the sewer system located in Mission Hills Sewer District No. 1 other than the Main Trunk Sewer and to pay Kansas City for its fair share of the maintenance and operating costs relating to the treatment of sewage and its fair share of such new capital improvements as are necessary to enable Kansas City to meet its obligations of providing treatment of sewage received from Mission Hills Sewer District No. 1; and,

Whereas, the United States Environmental Protection Agency has adopted rules and regulations governing user charge requirements that must be complied with by local municipalities receiving construction grants; and

Whereas, it is to the benefit of the citizens of Kansas City and Mission Hills that federal grant funds be utilized to finance construction of required pollution abatement projects;

Now, Therefore, the parties do hereby agree as follows:

1. All rights, duties and obligations heretofore incurred by the parties hereto under the 1963 Agreement are superseded by this Agreement and, at such time as this Agreement becomes effective, the provisions of the 1963 Agreement shall have no further force or effect.

2. Kansas City shall maintain the Main Trunk Sewer in good working order at all times and shall have a continuing right to use the Main Trunk Sewer as part of its sewer system. Mission Hills shall have a continuing right to discharge sanitary, sewage and wastes originating in Mission Hills Sewer District No. 1 into Kansas City's Main Trunk Sewer and Kansas City shall continue to receive such sewage and wastes from Mission Hills Sewer District No. 1 and shall transport, treat, and dispose of the same in accordance with federal and state regulations applicable to the transportation, treatment and disposition of sewage. Kansas City shall have no responsibility or obligation for the maintenance of the sewer system located in Mission Hills Sewer District No. 1, other than the Main Trunk Sewer. Mission Hills shall have no responsibility or obligation for the maintenance or operation of the Main Trunk Sewer or of any of the sewer systems located in Kansas City which drain into said Main Trunk Sewer or otherwise, except the obligation to pay the sewage treatment charge as provided in Sections 4 and 5 of this Agreement.

3. Kansas City will operate its Brush Creek Outfall Sewer System and Mission Hills will operate its Sewer District No. 1 Sewer System according to standard engineering practices, and in doing so will effectively police and control their respective sanitary sewer systems so as to preclude the entrance of storm waters therein; and will effectively police and control the discharge of industrial wastes therein consistent with the provisions of Chapter 29 of the Code of General Ordinances of Kansas City, Missouri, 1967, as amended, applicable thereto or as said chapter may be amended from time to time, so far as practicable in carrying out this Agreement. If the said Chapter 29 is amended from and after the effective date of this Agreement, Kansas City will promptly notify Mission Hills of such changes or modifications, and Mission Hills agrees that it will comply with, so far as practicable, said Chapter 29 and said amendments or modifications thereto, and all such are incorporated herein by reference as if fully set forth. Kansas City and Mission Hills specifically warrant that neither foundation nor subsoil drains will be allowed to connect to their respective sanitary sewer systems which drain into the Main Trunk Sewer.

Mission Hills shall control industrial wastes discharged into the sanitary wastewater systems of Kansas City to that degree

required by the pretreatment program of Kansas City as approved by the appropriate regulatory agency having jurisdiction. Said pretreatment program shall be effectively and diligently enforced. Failure to so comply resulting in additional cost or charge by Kansas City shall be charged to Mission Hills and paid with other monthly charges. Kansas City acknowledges that, as of the date of this Agreement, there are no users located in Mission Hills Sewer District No. 1 who discharge "industrial waste," as that term is used in this Agreement.

4. In consideration for the treatment and disposition of sewage by Kansas City as provided herein, Mission Hills will pay the following amounts to Kansas City for each connection in Mission Hills Sewer District No. 1 which drains into the Main Trunk Sewer:

(a) For each one- and two-family residential sewer connection, a charge of \$5.40 per month; said amount being the estimated monthly average residential sewer service charge, now collected by Kansas City from residential customers in Kansas City. If, through revision of Kansas City's ordinance which establishes such charge, residential sewer service charges are increased, said charges of \$5.40 shall, on the first day of the month following the effective date of such revised ordinance, be increased to the new estimated monthly average residential sewer service charge resulting from the revised sewer service charge in Kansas City.

(b) For each multiple family dwelling and for each commercial and industrial establishment, a sewer service charge equal to the sewer service charge established in Section 29.2, Code of General Ordinances of Kansas City, Missouri, or as same may be revised in the future. For wastes from such commercial and industrial establishments containing suspended solids in excess of 360 parts per million by weight or 5-day 20 C. bio-chemical oxygen demand (BOD) in excess of 300 parts per million by weight, there shall be added to this charge, a surcharge equal to the charge defined in Section 29.48, Code of General Ordinances of Kansas City, Missouri, as the same now exists or may hereafter be amended. If the surcharge for extra strength industrial wastes as now provided by Section 29.48, Code of General Ordinances of Kansas City, Missouri, shall be revised, such new rates of charge for excess suspended solids and bio-chemical oxygen demand shall supersede the charges established in this paragraph, said new charge to be effective for customers in Mission Hills on the same basis as outlined in part (a) of this section. Kansas City shall have responsibility to determine the amount of surcharge outlined above, subject to review and check by Mission Hills. Mission

Hills hereby grants to Kansas City the right and privilege to make inspection and measurements as necessary to determine the surcharge stipulated in this section.

It is the intent of this section that for each user in Mission Hills Sewer District No. 1 connected to the Kansas City Sewer System either directly or indirectly through the Main Trunk Sewer, Mission Hills shall pay to Kansas City as a charge for sewage treatment the estimated monthly average charge that would be collected if said user were inside Kansas City and subject to Kansas City's sewer service charges, as such charges now exist or in the future may be revised.

5. Within fifteen (15) days after this Agreement becomes effective, Mission Hills shall advise Kansas City of the number and addresses of residential, commercial and industrial users which are connected to the Kansas City sewer system through the Main Trunk Sewer. Thereafter, Mission Hills shall notify Kansas City whenever a change occurs in the number or address of any of such users, within fifteen (15) days after the occurrence of such change. Payment of the amounts provided in Section 4 of this Agreement shall be made monthly by Mission Hills to Kansas City, and shall be due on or before the twentieth (20th) day following the end of the month to which the payment relates.

6. Kansas City believes that certain Federal government regulations promulgated pursuant to Congressional legislation may cause Kansas City to alter its sewer service charges in mode of computation or amount in order to avoid the possibility of forfeiture of grant eligibility. Mission Hills agrees to abide by such changes as Kansas City is required to make to comply with applicable Federal laws or regulations so long as such changes are made system-wide and are not limited to Mission Hills. If Mission Hills does not agree that the changes made by Kansas City are required, such dispute shall be resolved as provided in Section 8, provided that Mission Hills shall nevertheless comply with the changes made by Kansas City until the dispute is resolved in favor of Mission Hills.

7. It is the intent of this Agreement that Kansas City, Missouri shall continue to maintain the Main Trunk Sewer and to receive, transport and dispose of sewage from Mission Hills Sewer District No. 1. It is also the intent of this Agreement that Mission Hills shall continue to pay to Kansas City sewer service charges for the treatment of sewage. By execution of this Agreement the parties have currently agreed to the determination of such sewer service charge pursuant to the provisions of Section 4 in a negotiated amount which represents the average sewer service charge billed to the residents of Kansas City, Missouri, but which does not reflect the actual cost to Kansas City of treating Mission Hills' sewage, subject to change as provided in Section 6

and in this Section 7. However, either party may, at any time, request that the method which is then in effect for determining the amount of such sewer service charges be reconsidered. In such event both parties agree to negotiate in good faith for the purpose of (i) determining whether the method which is then in effect for determining the amount of such sewer service charge accurately reflects Mission Hills' fair share of the costs then being incurred by Kansas City in the treatment of sewage and, if not, (ii) establishing an alternate method for determining the amount of such sewer service charge to be paid by Mission Hills. If the parties fail to reach agreement as a result of such negotiations, such dispute shall be resolved as provided in Section 8, provided that the method of determining the amount of such sewer service charge which is in effect at the time reconsideration is requested shall remain in effect until changed by agreement of the parties or pursuant to an action brought under Section 8.

8. Any dispute between the parties hereto relating to this Agreement may be resolved by an action brought by either party in any Court having competent jurisdiction.

9. Mission Hills hereby specifically agrees that at no time will it ever levy or attempt to levy any taxes, fees, licenses or charges of any kind against any property of Kansas City located within the corporate limits of Mission Hills that was built or used for sewerage purposes, or against any receipts resulting from the use of Kansas City-owned sewerage facilities within Mission Hills.

10. This Agreement shall be a covenant running with the land and shall bind the respective parties, their successors and assigns and all persons, firms, corporations or associations within the areas referred to as Mission Hills Sewer District No. 1 and such others as utilize the sewage facilities which are within the scope of this Agreement.

11. The Director of Pollution Control, or such officer at the time performing duties equivalent to that of Director of Pollution Control, shall be the administrative officer for Kansas City under this Agreement. The Mayor of Mission Hills shall be the administrative officer for Mission Hills respecting this Agreement. Any notice required by this Agreement shall be deemed to be well given when delivered to the offices of such administrative officers, respectively.

12. This Agreement shall be subject to approval by the Kansas Attorney General pursuant to the provisions of K.S.A. §12-2904 if such provisions are determined by the Kansas Attorney General to be applicable to this Agreement. The effective date of this Agreement shall be the first day of the month that (1) follows either the approval of this Agreement by the Kansas

Attorney General or the determination by the Kansas Attorney General that the provisions of K.S.A. §12-2904 are not applicable to this Agreement, and (2) follows by at least ten days approval of this Agreement by the City Council of Kansas City and by the City Council of Mission Hills. When this Agreement has become effective, it shall remain in full force and effect until altered or amended by the parties hereto by appropriate action of their respective governing bodies.

13. If the Kansas Attorney General determines that the provisions of K.S.A. §12-2904 are applicable to this Agreement and does not approve this Agreement, the parties agree to use their best efforts to amend this Agreement in a manner which will both conform to the requirements of the Attorney General for obtaining such approval and be consistent with the objectives of the parties. In addition, Kansas City acknowledges that, pursuant to prior agreements, it is currently obligated to provide the services called for by this Agreement and represents that it will continue providing such services, even if the Kansas Attorney General does not approve this Agreement in its current form. Mission Hills acknowledges that, in consideration for the services to be provided by Kansas City pursuant to this Agreement, Mission Hills is obligated to pay its fair share of certain costs relating to the treatment of sewage received by Kansas City from Mission Hills and represents that, so long as the services called for by this Agreement are provided by Kansas City, Mission Hills will make the payments called for by this Agreement commencing with the first full month following the execution of this Agreement by Kansas City and Mission Hills, even if the Kansas Attorney General does not approve this Agreement in its current form.

MISSION HILLS, KANSAS

By: Alfred J. Lane
Mayor

ATTEST:

Dianne R. Starcke
Deputy City Clerk

Approved as to form and legality:

William H. Curtis
Legal Counsel

STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

On this 20th day of April, 1988, before me appeared Alfred J. Lane, to me personally known, who being by me duly sworn, did say that he is the duly selected, constituted and acting Mayor of Mission Hills, Kansas; that the seal affixed to the foregoing instrument is the corporate seal of said city and that said instrument was executed by him as the free act and deed of said city by authority of its Governing Body.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Mission Hills, Kansas the day and year first above written. Johnson County



Dianne R. Starcke
Notary Public Within and For
Said County and State

My Commission Expires:

1/19/92

**KANSAS CITY, A Municipal
Corporation of Missouri**

By:

~~Director of Pollution Control~~

ATTEST:

Catherine J. Rocha
City Clerk

Approved as to form and legality:

M. M. ...
Assistant City Attorney

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this 1st day of May, 1988, before me appeared Roy L. Jackson, to me personally known, who being by me duly sworn, did say that he is the Director of Pollution Control of Kansas City, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the instrument was signed and sealed in behalf of said corporation by authority duly conferred upon him by its Council, Charter and Ordinances, and he acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, the day and year first above written.

Gail Gasperino
Notary Public Within and For
Said County and State

My Commission Expires:

March 29, 1991

62347 THIS ORDINANCE EFFECTIVE 10 DAYS
AFTER PASSAGE

AN ORDINANCE

AUTHORIZING THE DIRECTOR OF WATER AND POLLUTION CONTROL TO ENTER INTO A COOPERATIVE AGREEMENT FOR SEWER SERVICE WITH MISSION HILLS, KANSAS TO SERVE THE CITY OF MISSION HILLS.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Water and Pollution Control is hereby authorized to enter into, on behalf of City, a Cooperative Agreement for Sewer Service with the City of Mission Hills, Kansas, in a form substantially as that attached hereto. This agreement will replace a 1963 agreement with Mission Hills for the same services, but with different rates. This agreement shall remain in effect until such time as it is amended by the parties hereto by appropriate action.

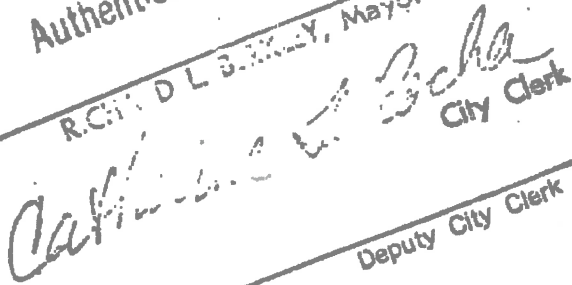
Section 2. The City Clerk is hereby directed to file copies of this agreement with the Missouri Secretary of State and the Recorder of Deeds of Jackson County, Missouri, in accordance with R.S.Mo. §70.300 (1986).

Approved as to form and legality:


Assistant City Attorney

Authenticated as Passed

R. C. D. L. B. MAY, Mayor


City Clerk

By

APR 21 1988

Deputy City Clerk

